

County of a properly completed Payment Request Summary Form, provided as Exhibit B. In support of the Payment Summary form, the Grantee must also provide, from its accounting system, a listing of expenditures in detail sufficient to evidence actual payment and that said expense was necessary in the performance of the Scope of Work described in Exhibit A. The Grantee shall supply any further documentation such as copies of paid receipts, canceled checks, invoices or other documents deemed necessary by the County. All supporting invoices and receipts must clearly state that goods and/or services were invoiced to Grantee and not to an individual or "Cash." In the case of reimbursement for a portion of a salary, the canceled check submitted as invoice must be payable to the referenced individual and memorandum as such on the check. Reimbursement requests received from the Grantee will be reviewed and approved by the Department of Environmental Resources Management, 3323 Belvedere Road, Building 502, West Palm Beach, FL 33406-1548, which will indicate that the expenditures have been made in conformity with this Agreement and send the payment request to the County's Finance Department for final approval and payment. The invoice must be submitted along with a final report, as described in Article 8 below.

ARTICLE 3 - AVAILABILITY OF FUNDS:

The obligations of the County under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 4 - INSURANCE:

A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the Grantee acknowledges it is self-insured under State Sovereign Immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature, which the County agrees to recognize as acceptable coverage for General Liability and Automobile Liability insurance.

B. In the event the Grantee does not rely exclusively on sovereign immunity as provided by Section 768.28, Florida Statutes, the Grantee shall agree to maintain third-party Commercial General Liability at limits not less than \$500,000 per occurrence. With respect to Commercial General Liability, Grantee shall agree to add the County as an "Additional Insured."

C. The Grantee agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440.

D. The Grantee shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above required coverages. The Certificate Holder will be: Palm Beach County, Dept. of Environmental Resources Management, 3323 Belvedere Rd., Bldg. 502, West Palm Beach, FL 33406-1548.

ARTICLE 5 - INDEMNIFICATION:

Without waiver of limitation as provided for in Section 768.28(5), Florida Statutes, and to the extent permitted by law, the County agrees to indemnify and hold harmless the Grantee from any claims, losses, demands or cause of action of whatsoever kind or nature that the Grantee, its agents or employees, may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement that result from the County's negligence or willful misconduct. Without waiver of limitation as provided for in Section 768.28(5), Florida Statutes, and to the extent permitted by law, the Grantee agrees to indemnify and hold harmless County from any claims, losses, demands or cause of action of whatsoever kind or nature that the County, its agents or employees, may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement that result from the Grantee's negligence or willful misconduct. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

ARTICLE 6 - WARRANTY/PERSONNEL:

The Grantee warrants that all project-related services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Grantee further represents that it has, or will secure at its own expense, all necessary personnel required to complete the project under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to complete such project. Such personnel shall not be employees of or have any contractual relationship with the County.

ARTICLE 7 - EQUAL OPPORTUNITY PROVISION:

The County and the Grantee agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

ARTICLE 8 - GRANTEE'S PROJECT-RELATED AGREEMENTS:

The Grantee further agrees:

1. To allow the County through its Sponsoring Department to monitor Grantee to assure that the project is completed as outlined in the Exhibit A.
2. To provide the funds for the balance of the project not funded by the County.
3. To maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Agreement.
4. That all records shall be subject to the Public Records Law, Chapter 119, Florida Statutes.
5. That the County shall be promptly reimbursed for any funds which are misused or misspent.
6. To complete the project, and submit a final 1-2 page project report to the County by the Agreement expiration date noted in Article 11 below. The final report shall include a Payment Request Summary Form along with documentation, as described in Article 2 above, and a copy of a brief press release highlighting the successes of the project and acknowledging the contribution of the grant towards the project success. Failure to submit completed reports within the specified timeframe will result in a delay in payment and/or termination of this Agreement.

ARTICLE 9 – ACCESS AND AUDITS:

Grantee shall maintain adequate records to justify all charges, expenses and costs incurred in accordance with generally accepted accounting principals. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours during the term of this Agreement and for at least three (3) years after completion of the project.

ARTICLE 10 - PUBLIC ENTITY CRIME CERTIFICATION:

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the